

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

IN RE: NEW ENGLAND COMPOUNDING)
PHARMACY CASES) Master File No. 1:13-MD-2419-RWZ
)
This document relates to)
Case No. 1:14-cv-13496-RWZ)
Neal, Adm'r v. Insight Health Corp., et al.)

AGREEMENT ON DISTRIBUTION OF NET SETTLEMENT

20th This Agreement on Distribution of Net Settlement ("Agreement") is made as of this day of March, 2017, by and among William L. Neal, William L. Neal, II, Adele Patricia Neal, and Bryan S. Neal:

1. We, William L. Neal ("Mr. Neal"), William L. Neal, II ("Lewis"), Adele Patricia Neal ("Pat"), and Bryan S. Neal ("Bryan") (collectively, "Statutory Beneficiaries"), are the only statutory beneficiaries of Lucy Byrd Neal, deceased ("Mrs. Neal"). Specifically, we are the surviving spouse (Mr. Neal) and children (Lewis, Pat and Bryan) of Mrs. Neal.

Insight Settlement/Claims Process

2. We are aware of the facts and circumstances of the captioned case, No. 1:14-cv-13496-RWZ, that was originally filed in the Circuit Court of the City of Roanoke, Virginia, and ultimately transferred to the District of Massachusetts in connection with the captioned multidistrict litigation, No. 1:13-MD-2419-RWZ. We are aware of and affirm the settlement agreement that was executed in 2015, resolving the claims asserted in Case No. 1:14-cv-13496-RWZ ("Settlement Agreement"). We are aware that the Settlement Agreement has been approved and confirmed as part of the Third Amended Joint Chapter 11 Plan of New England Compounding Pharmacy, Inc. ("the Plan") as well as by order of the U.S. District Court for the District of Massachusetts [ECF No. 2109 in Case No. 1:13-MD-2419-RWZ; ECF No. 61 in Case No. 1:14-cv-13496-RWZ].

3. We are aware that the gross amount of approximately \$658,930.61 has been awarded for the claim arising from Mrs. Neal's death that was submitted under the First Amended Insight Claims Resolution Facility Procedures ("ICRFP"). Should there be additional awards in the future under the ICRFP, this Agreement and the allocations set forth in it will apply to such future awards as well.

NECC National Fund/Claims Process

4. We are aware that an additional gross amount of \$133,169.03 has been awarded on the claim arising from Mrs. Neal's death that was submitted to the NECC National Settlement Administrator, pursuant to § VIII of the NECC Claims Resolution Facility Procedures ("NECC CRFP"). Should there be additional awards in the future under the NECC CRFP, this Agreement and the allocations set forth in it will apply to such future awards as well.

Total Gross Award, Deductions, and Allocation of Net Award

5. We are aware that the gross amount awarded, combining the awards under the ICRFP and the NECC CRFP, is \$792,099.64 ("Current Gross Award").

6. We are aware and affirm that, by contract, attorneys' fees are 33.33% of the Current Gross Award and total \$263,769.18. We are similarly aware that the costs/expenses of

counsel in this matter are \$20,883.28. We are further aware of the Medicare lien of \$46,640.74 and the Rawlings/Anthem lien of \$10,360.70, and that all the above sums must be satisfied from the Current Gross Award before any distribution of the resulting Net Settlement to Statutory Beneficiaries.

7. We are aware that, under Va. Code § 8.01-53, we are the only persons who are potentially able to receive a portion of the Net Settlement.

8. We, the Statutory Beneficiaries, have agreed among ourselves as to the distribution of the Net Settlement remaining after payment of attorneys' fees, counsel's costs/expenses, the Medicare lien and the Rawlings/Anthem lien, and agree to ask the Court to approve the following allocation of the Net Settlement among us, which reflects that Mr. Neal is knowingly foregoing receipt of any portion of the Net Settlement:

William L. Neal	0 %
William L. Neal, II	33.33 %
Adele Patricia Neal	33.33 %
Bryan S. Neal	33.33 %

9. As evidenced by our signatures, below, we ask that the Court approve the settlement and the distribution thereof under the terms reflected in this Agreement, subject to the payment of the Medicare lien and the Rawlings/Anthem lien.

10. We waive notice of and participation in any approval hearing by the Court.

11. We agree that this Agreement may be signed in counterparts, and that it is governed by Virginia law.

[Remainder of this page intentionally left blank]

William L. Neal
William L. Neal, Administrator and
Statutory Beneficiary

Date: 3/17/2017

William L. Neal, II
Statutory Beneficiary

Date: _____

Adele Patricia Neal
Statutory Beneficiary

Date: _____

Bryan S. Neal
Statutory Beneficiary


Date: _____

William L. Neal, Administrator and
Statutory Beneficiary

Date: _____

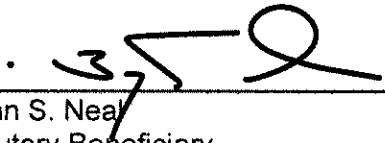
William L. Neal, II
Statutory Beneficiary

Date: _____



Adele Patricia Neal
Statutory Beneficiary

Date: 20 March 2017



Bryan S. Neal
Statutory Beneficiary

Date: 03/16/2017

William L. Neal, Administrator and
Statutory Beneficiary

Date: _____



William L. Neal, II
Statutory Beneficiary

Date: 3/16/2017

Adele Patricia Neal
Statutory Beneficiary

Date: _____



Bryan S. Neal
Statutory Beneficiary

Date: 03/16/2017